

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHEROKEE ) DECLARATION OF COVENANTS AND  
 RESTRICTIONS

DEED BOOK 27, PAGE 1378

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 CHEROKEE COUNTY, SC  
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This Declaration of Covenants and Restrictions ("Restrictions") is made on this 20<sup>th</sup> day of MAY, 2009 by Samuel C. Medley ("Owner").

WHEREAS, Owner is the exclusive and sole owner in fee simple of the complete title in certain real property in Cherokee County, South Carolina, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Property has been the subject of a Remedial Design/Remedial Action Consent Decree ("Consent Decree"), effective November 26, 1991, between the United States of America and various parties (of which the non-government parties represent the "Steering Committee"), Civil Action 6:92-0153-20, under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601, *et seq* ("CERCLA").

WHEREAS, work provided for in the Consent Decree has been ongoing; and

WHEREAS, the Consent Decree provides in part that the United States Environmental Protection Agency ("USEPA") shall retain all of its access authorities and rights under CERCLA and other applicable statutes or regulations.

NOW, THEREFORE, Owner, as fee simple owner of the Property hereinabove, hereby declares and covenants on behalf of itself, its heirs, successors, and assigns that the Property described in Exhibit A shall be held, mortgaged, transferred, sold, conveyed, leased, occupied, and used subject to the following Restrictions, which shall touch and concern and run with the title to the Property:

1. The Property shall not be used for residential purposes, including single family or multi family residences, child or adult care facilities, nursing home or assisted living facilities, and any type of educational purpose for children/young adults in grades kindergarten through twelfth grade.

2. Groundwater beneath the Property shall not be used for any purpose until drinking water standards are met.

3. No activities shall be conducted on the Property that may interfere with the construction, operation, maintenance, monitoring, or efficacy of any components, structures, or improvements relating to the remedial action without obtaining prior written approval from USEPA. Owner shall be responsible for the costs and liabilities that may result from such activities at the Property, including damages or repairs to any equipment, roads or other items related to the work required by USEPA, and for any additional costs and liabilities which result

from activities at the Property that might aggravate current environmental conditions, or result in additional work and/or costs required by USEPA

3. Owner shall provide unrestricted access to the USEPA and Steering Committee to complete any work required by USEPA, including work currently set forth in the Consent Decree, and to inspect and enforce these Restrictions.

6. The Restrictions set forth herein shall run with the title to the Property and shall be binding upon Owner, its heirs, successors and assigns, including any future owners of the Property. Owner and its heirs, successors, and assigns, including any future owners of the Property, shall include these Restrictions with all deeds, mortgages, plats, or any legal instruments used to convey any interest in the Property. (Failure to comply with this paragraph does not impair the validity or enforceability of these covenants.)

7. Owner shall file this Declaration of Covenants and Restrictions with the Deed for the Property and Plat Map in Cherokee County, and send a file stamped copy of the same to USEPA within sixty (60) days of recordation. The contact person for USEPA is Director, Superfund Division, USEPA Region 4, 61 Forsyth Street, Atlanta, GA 30303.

8. These Restrictions run with the Property forever and may not be altered, amended, changed or repealed except by Owner and its heirs, successors and assigns, including any future owners of the Property, with prior written approval of USEPA for the above described Property or any portion thereof.

WHERE UPON we set our hands and seal this 20 day of MAY, 2009,  
at CASSLEY, South Carolina.

WITNESS:

Wade S. Weatherford x Samuel C Medley  
Vicki L Weatherford SAMUEL C. MEDLEY, Owner

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGMENT

COUNTY OF CHEROKEE )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of MAY, 2009, by Samuel C. Medley.

Vicki L Weatherford  
Notary Public for S.C.  
My Commission Expires: 03/02/2015

### Property Description

All that certain piece, parcel or tract of land, lying and being situate in the State of South Carolina, County of Cherokee and being more particularly described below to wit:

COMMENCING at a nail and cap (found) being located in the centerline of Burnt Gin Road (County Road 72) and at the intersection of the joint property line with Samuel C. Medley (TMS # 87-0-10) and Samuel C. Medley (TMS # 87-0-11), thence along said road centerline N 15 37 53 E for 1133.13 feet to a nail and cap (set) being the true point of beginning. Thence continuing along said centerline of Burnt Gin Road N 15 37 53 E for 367.94 feet to a nail & cap (found), thence leaving said centerline and continuing along an adjacent property line first with Sprouse and then Murphy S 78 27 34 E (passing through a reference crimp top iron pin (found) at 32.72 feet and a reference crimp top iron pin (found) at 1628.78 feet) for a total distance of 1631.23 feet to a point on a traverse line which follows Jones Creek, thence along said traverse line S 80 05 25 W for 106.40 feet to a point, thence S 60 19 25 W for 79.00 feet to a point, thence S 75 49 25 W for 88.00 feet to a point, thence S 26 19 25 W for 82.00 feet to a point, thence S 56 19 25 W for 35.00 feet to a point, thence S 06 49 25 W for 68.00 feet to a point, thence S 33 45 35 E for 64.00 feet to a point, thence S 25 19 25 W for 103.00 feet to a point, thence S 06 14 25 W for 104.00 feet to a point, thence S 08 25 35 E for 77.00 feet to a point, thence S 28 40 35 E for 135.00 feet to a point, thence S 19 49 15 E for 122.76 feet to a 1/2" crimp top iron pin (found), thence leaving said traverse line and continuing S 45 31 58 W for 666.64 feet to a 1/2" open top iron pin (found), thence continuing along a joint property line with Medley (TMS # part 87-0-11) N 69 04 03 W for 541.39 feet to a 1/2" rebar (found), thence N 27 43 18 W for 587.25 feet to a 1/2" rebar (found), thence N 31 00 59 E for 506.96 feet to a 1/2" rebar (set), thence N 79 05 52 W (passing through a reference 1/2" rebar (set) at 456.04 feet) for a total distance of 478.22 feet to a nail and cap (set) being the point of beginning. Said tract contains 33.978 acres.

